

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FBA King Inc		08/20/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Megalowmart Holdings <b>LLC</b>		
<b>Street Address:</b>	2665 Pomona Blvd		
<b>City:</b>	Pomona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91768		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4443948	CRYSTAL ALLIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6266281789		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	626-689-4160		
<b>Email:</b>	fp@panglawyer.com		
<b>Correspondent Name:</b>	Law Offices of Fei Pang		
<b>Address Line 1:</b>	411 E Huntington Drive		
<b>Address Line 2:</b>	Suite 206		
<b>Address Line 4:</b>	Arcadia, CALIFORNIA 91006		
<b>NAME OF SUBMITTER:</b>	Fei Pang		
<b>SIGNATURE:</b>	/Fei Pang/		
<b>DATE SIGNED:</b>	08/24/2015		
<b>Total Attachments: 2</b>			
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OP \$40.00 4443948

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 20st day of August, 2015 (the "Effective Date") by and between FBA King Inc., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at #102-313 201 W. Garvey Ave, Monterey Park California 91754 ("Assignor") and Megalowmart Holdings LLC., a limited liability company duly organized and existing under the laws of the State of California and having its principal place of business at 2665 Pomona Blvd., Pomona, CA 91768 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the U.S. trademark "Crystal Allies" (Registration # 4443948) (hereinafter, the "Mark");

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Mark; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Mark; and

WHEREAS, each party is duly authorized and capable of entering into the Assignment.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to

the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

FBA King INC

By: \_\_\_\_\_

Name: George Li

Title: \_\_\_\_\_

ASSIGNEE:

Megalowmart Holdings LLC

By: \_\_\_\_\_

Name: George Li

Title: \_\_\_\_\_